



SMALL TOWN, BIG BEACH™

CONTRACTUAL DOCUMENTS

FOR

ADAPTIVE SIGNAL SYSTEM UPGRADES, FY2015

GULF SHORES, ALABAMA

February 2015

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INVITATION FOR BIDS

Sealed Bids will be received, opened and read aloud in public session by the City of Gulf Shores, Alabama, to provide labor and materials necessary for **ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015** for the City of Gulf Shores, at **2:00 P.M., Friday, February 27, 2015**, in the Gulf Shores City Hall. Qualified Contractors holding a current Alabama state license are invited to Bid. This contract is for the purpose of retaining a qualified Contractor whose services would be employed to install and integrate adaptive traffic signal system upgrades.

Copies of the plans, specifications, and contract documents may be inspected and/or obtained at the following location:

City of Gulf Shores, Alabama
Department of Public Works
City Hall
1905 W. First Street
Telephone No. (251) 968-1156

Or
Downloaded from the City's website:
<http://www.gulfshoresal.gov>

A mandatory pre-bid conference will be held at 10:00 A.M. on Wednesday, February 18, 2015 in the Council Chambers in City Hall. Bids from Bidders who do not attend this conference will be rejected.

The Contractor will be required to obtain a business license from the City to operate within the Corporate Limits.

Sealed Bids may be mailed or delivered directly to the City prior to the bid opening. Such sealed Bids must be clearly and legibly marked "**ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015**" on the outside envelope.

The lowest responsive, qualified Bid will be accepted with key consideration based upon the benefit to the public. However, the City of Gulf Shores reserves the right to reject any and all Bids, to waive any irregularity in the Bids received, and to accept or reject any items of the Bid for the benefit of the public. No conditional Bids will be accepted. No Bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of Bids.

THE CITY OF GULF SHORES, ALABAMA

INSTRUCTIONS TO BIDDERS

1. BID FORMS

A complete set of Bidding Documents is included herein.

2. EXAMINATION OF DOCUMENTS AND PROJECT SITE

- A. Carefully examine the Bidding Documents, Specifications and the work site. Bids shall include all costs required to execute the work under the existing conditions.
- B. Direct inquiries and questions to the Public Works Director in writing via email at macreman@gulfshoresal.gov.
- C. Extra payments will not be made for conditions which can be determined by examining the documents and the site.

3. INTERPRETATIONS AND ADDENDA

- A. Should the Bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he be in doubt as to their meaning, he shall at once notify the Public Works Director.
- B. The Public Works Director will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- C. Addenda will be faxed or emailed to each bidder. Addenda shall become part of the contract and all bidders must acknowledge receipt of Addenda on their bid form or their bid will be rejected. Bidders shall be bound by ALL Addenda.

4. MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. Bids may not be modified after submittal.
- B. Any bidder may withdraw his Bid, either personally or by written request, at any time prior to scheduled time for opening bids.
- C. No Bidder may withdraw his Bid for a period of thirty (30) days after date set for opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

5. AWARD OF CONTRACT

- A. The Owner will award a single contract, dependent upon availability of funds.

- B. The contract will be awarded to the lowest responsive qualified contract, subject to Owner's right to reject any or all Bids and to waive informality and irregularity in Bids and bidding.

6. EXECUTION OF CONTRACT

- A. Each Bidder shall be prepared, if requested by the Owner, to present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract. The Owner reserves the right to disqualify any bidder who, in the judgment of the Owner, fails to adequately demonstrate qualifications and experience sufficient to enable that bidder to successfully complete the scope of work under this Contract.
- B. Within ten (10) days of Notice of Award, the Contractor shall deliver to Owner policies of insurance or insurance certificates as required by Contract Documents. All policies or certificates of insurance shall be approved by Owner before the successful Contractor may proceed with Work.
- C. The Contractor shall commence work within ten (10) days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

7. COMPLETION DATE

- A. Upon receipt of the Notice to Proceed, the Contractor shall commence the work within ten (10) days from the Date of the Notice and shall complete the work within **forty-five (45)** calendar days from the date of the Notice.
- B. The completion date shall not be extended except for unavoidable delays caused by, but not limited to, fires, floods, storms, strikes, accidents, or other circumstances beyond the Contractor's control. The Contractor may request additional completion time within one week from the occurrence of the delay. The Assistant Public Works Director shall be the sole judge of such "unavoidable delays", and the extent thereof. In the event that such a determination is made, the date of completion shall be extended by a length of time equal to that lost by such circumstances.

8. LIQUIDATED DAMAGES

- A. Deduction at the rate of Three Hundred Dollars (\$300.00) per day shall be made from the total Contract price for each and every calendar day beyond the forty-five (45) days from the date of Notice to Proceed that the work remains not satisfactorily completed.
- B. The above mentioned sum shall be deducted as Liquidated Damages and not as penalty, the said sum being specifically agreed upon in advance as a measure of damage to the Owner on account of the delay, and the Contract price reduced by the aggregate of the entire damages so deducted shall be accepted in full satisfaction of all work executed under the contract.

9. LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

10. ALABAMA LICENSED CONTRACTOR

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed Contractors in the State of Alabama and must give their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a general Contractor's license; however, all other requirements shall remain the same.

11. MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held prior to the bid opening. Bids from Bidders who do not attend this conference will be rejected. The date of the pre-bid conference is shown in the Invitation to Bid.

12. PRE-QUALIFICATION OF CONTRACTORS

The Owner reserves the right to review the Contractor's work experience to insure the Contractor is qualified to perform the work as outlined in these documents. The Owner reserves the right to reject the bid if in the Owner's opinion the Contractor does not have adequate experience to successfully execute the contract.

13. BID BOND

All bids in excess of Fifty Thousand Dollars (\$50,000) shall require a bid bond equal to 5% of contract amount or \$10,000 whichever is lesser. Bid bonds will be returned by the Owner after the contract has been awarded.

14. PERFORMANCE BOND

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000), the Contractor shall obtain a performance bond equal to 100% of contract amount and shall be provided within ten (10) days of Notice of Award.

15. LABOR & MATERIALS BOND

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of contract amount and shall be provided within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

BID FORM

TO: City of Gulf Shores (Owner)

BIDDER: _____

PROJECT: **ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015**

The Bidder in compliance with the Instructions to Bidders having received the Plans and Specifications for the Project, and having received, read, and taken into account all Addenda as follows: (List number and dates of each Addendum)

and having inspected the site(s) and the conditions affecting and governing the accomplishment of the Project, the undersigned proposes to furnish all materials and perform all labor, as specified to complete the base bid and any alternate bid(s) for the following:

The undersigned Bidder, having received, read, and taken into account all ADDENDA as follows: (List number and dates of each Addendum) _____, proposes to furnish all materials and perform all labor for the following:

Unit Bid Schedule

<i>Qty.</i>	<i>Unit</i>	<i>Pay Item No.</i>	<i>Pay Item</i>	<i>Unit Price</i>	<i>Extended Price</i>
1	Each	2.1.1	CENTRACS Adaptive Module	\$	\$
1	Each	2.1.2	CENTRACS Advanced CCTV Module	\$	\$
15	Each	2.1.3	CENTRACS Adaptive Intersection Licenses (DataKey) and Integration	\$	\$
50	Each	2.2.1	Radar Detection Unit/Processor	\$	\$
10500	LF	2.2.2	RS485 Cable	\$	\$
5	Each	2.3	Video Detection Cabinet Modifications	\$	\$
10	Each	2.4.1	HD PTZ Camera	\$	\$
2000	LF	2.4.2	CAT 6 Ethernet Cable	\$	\$
4	Days	2.5	On-Site Support	\$	\$
GRAND TOTAL					\$

Disclosure of any yearly maintenance fees (REQUIRED INFORMATION – if there are none, provide a statement to that effect):

The bidder understands that the quantities included in the design plans are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with the specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, the unit price will govern.

All prices quoted shall include all labor, materials, removal, overhead, profit, insurance, etc. to completed the work as designed and specified by the project plans.

The owner reserves the right to waive any informalities, or to reject any of all bids and to award the contract to the lowest and most responsible bidder.

Each bidder shall deposit with his bid, security in the amount, form and subject to the conditions provided in Instructions to Bidders, Section 13, of this document.

The bidder agrees that this bid shall be good and shall not be withdrawn for a period of thirty (30) calendar days after the bids are received by the City of Gulf Shores.

Contractor: _____

By: _____

Title: _____

Address: _____

ALABAMA GENERAL
CONTRACTOR'S LICENSE NO.: _____

Phone No. / Fax No.: _____

Email address: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

are held and firmly bound unto **the City of Gulf Shores**, as obligee, in the full and just sum of:

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its Proposal for:

ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a formal Contract, and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the full amount of said bond. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

SIGNED, SEALED AND DELIVERED _____
(Date)

Witness as to Principal:

(Name of Contracting Firm)

By: _____

Title: _____

_____ (Name of Surety)

By: _____

Title: _____

BIDS WILL NOT BE CONSIDERED
UNLESS BID BOND IS SIGNED BY
PRINCIPAL AND SURETY, OR IN
LIEU THEREOF, A CERTIFIED CHECK
MUST ACCOMPANY THE PROPOSAL.

NOTICE OF AWARD

DATED:

TO:

Project: **ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015**

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015.

Within ten (10) days of the date of this Notice of Award, you must deliver to the Owner the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 2 originals - Contract
- 1 original - Performance Bond
- 1 original - Labor and Material Bond
- 1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions

Within ten (10) days after receipt of the above documents, Owner will return to you one (1) fully signed original of the Contract. You may obtain two additional free copies of plans and specifications upon request.

You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the Owner at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

City of Gulf Shores (Owner)

By: _____
Mark Acreman, Public Works Director

CONTRACT

This agreement made and entered into the _____ day of _____, 2015, at Gulf Shores, State of Alabama, by and between _____ hereinafter called the Contractor, and the **City of Gulf Shores**, and/or its assigns, hereinafter called the Owner.

WITNESSETH;

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans and specifications, Bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015**.
2. That the Contractor shall commence the work to be performed under this agreement within ten (10) days of receipt of a Notice to Proceed from the Owner, and shall fully complete all work hereunder within the Contract Period as defined in the Special Provisions.

All work shall be prosecuted in a manner which, according to local conditions shall be best calculated to promote quality of construction, to serve and maintain safety to life and property, and to reduce to a minimum any interference with abutting property or public travel. Work shall be commenced and carried on under the inspection of and to the full satisfaction of the City Engineer as Owner's representative.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of the agreement, subject to additions and deductions as provided in the contractual Documents, in lawful money of the United States for a total of approximately _____ (\$) in accordance with prices set forth in the Bid.
4. Estimates of work completed shall be made by the Contractor each month and submitted to the Owner. Within thirty (30) calendar days after submittal by the Contractor, the Owner shall make partial payments to the Contractor on the basis of the estimate of work, duly certified and approved by the City Engineer, and performed during the preceding calendar month by the Contractor, less five per cent (5%) of the amount of such estimate which is to be retained by the Owner for the first fifty per cent (50%) of the work until all work (100%) has been satisfactorily completed in accordance with this agreement.

5. Upon substantial completion and inspection of all work covered by this agreement, payment of the Contract sum shall be made within thirty (30) calendar days, less retainage.

Said retainage shall be retained until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) Legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Baldwin County, Alabama (approved by the Owner); 3) Final inspection by the City Engineer and final acceptance of the work by the Owner.

6. It is mutually agreed between the Owner and the Contractor that time is of the essence to this Contract, and the Contractor agrees to keep a work force on the job of sufficient size to perform all work within the construction time allotted herein.
7. The Contractor hereby agrees to warrant that all material and workmanship is of the quality, quantity, and character specified and shown, and that any faulty materials or workmanship made known to him within one (1) year after date of final certificate of payment shall be made good by him without additional expense to the Owner.

Failure to complete the work within the allotted Contract time will cause loss to the Owner in administrative, engineering, inspection, interest and supervision charges. Therefore, any overrun in Contract time which in the opinion of the City Engineer is caused by undue delay, shall be charged to the contractor at \$300.00 per day and deducted from the final payment.

8. The Owner reserves the right to terminate this contract upon written notice to the Contractor at least five (5) days prior to said termination. In the event that the Contract is terminated, the Contractor will be compensated in accordance with the bid items of the Contract and its attachment for all approved work in place.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

_____ (Contractor)

By: _____
Name Title

The City of Gulf Shores (Owner)

By: _____
Robert Craft, Mayor

(SEAL)

Attest: _____
Wanda Parris, City Clerk

NOTICE TO PROCEED

TO:

DATE:

PROJECT: ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015

You are hereby notified to commence work in accordance with the Agreement dated _____, 2015, on or before _____, 2015. The Agreement shall expire on _____.

City of Gulf Shores, Alabama (Owner)

By _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20__.

Contractor

By: _____

WAIVER AND RELEASE OF LIEN

FROM: _____

TO: CITY OF GULF SHORES, ALABAMA (Owner of Project)

PROJECT NAME: **ADAPTIVE TRAFFIC SIGNAL SYSTEM UPGRADES, FY 2015**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the City of Gulf Shores to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the City of Gulf Shores on the referenced project on account of labor or materials, or both furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save City of Gulf Shores harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the City of Gulf Shores to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the City of Gulf Shores arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20__.

STATE OF _____
COUNTY OF _____

Personally appeared before me the undersigned Notary Public in and for said County and State, _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

NOTARY PUBLIC

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

The Owner will furnish the Contractor free of charge two (2) sets of plans and specifications. Additional sets may be purchased at cost to Contractor.

2. TIME

After receipt of Notice to Proceed, the Contractor shall commence the work within ten (10) days and shall complete the work within **forty-five (45)** calendar days from date of Notice to Proceed.

3. PAYMENTS AND COMPLETION

Once in each month, the Contractor may submit an Application for Payment for completed work in place on the enclosed form. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment. The final monthly payment prior to the expiration of the Contract shall not be made until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the work under this contract have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) **For contracts of \$50,000 or more**, legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Baldwin County, Alabama (approved by the Owner); 3) Final inspection of the work by the Owner. Final payment will be made to Contractor within thirty (30) days after satisfactory completion of (1), (2) and (3) above.

4. INSURANCE REQUIREMENTS

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering all workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence, \$5,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors,
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement in combination with the additional endorsement of CG2037 10 01 – Additional Insured; Owners, Lessees, or Contractors

Completed Operations shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. (Attach an actual copy of the endorsement(s) – Contact your insurance agent.) The name of the organization endorsed as Additional Insured for all endorsement shall read "City of Gulf Shores."

Deductibles, Coinsurance Penalties & Self-Insured-Retention

Contractor agrees to be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention expenses; including any loss not covered because of coinsurance penalty, or coverage exclusion or limitation. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000. For deductible amounts that exceed this amount, the Contract agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria

stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees not to continue Work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured – Owners, Lessees, or Contractors – Schedule Person or Organization, or CG 2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization in combination with the CG 2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, or similar endorsement providing equal or broader Additional Insured coverage. (Attach an actual copy of the endorsement – Contact your insurance agent.)
2. Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability.
3. Clearly indicate the project name and project number.
4. Clearly identify each policy's limits, flat and percentage deductibles, sub-limits, or self-insured-retentions, which exceed the amounts or percentages set forth herein.
5. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
6. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Gulf Shores, Alabama
Attn: Purchasing Officer
P.O. Box 299
Gulf Shores, AL 36547
Fax (251) 968-1470

SPECIAL CONDITIONS

OWNER

The Owner is the City of Gulf Shores, Alabama, Post Office Box 299, Gulf Shores, Alabama 36547.

LOCAL LICENSE REQUIREMENT

Attention is called to the fact that all companies performing work on the project must obtain a Gulf Shores Business License, at their expense, and must be registered as a City Vendor. Both applications are available at City Hall and the City of Gulf Shores website. The Vendors shall be responsible for Use Taxes if due, on materials provided by the Vendor in accordance with Alabama Law and local city ordinances. Contractor performing work on the project must obtain a Gulf Shores Building Permit, but permit fees will be waived.

SANITARY FACILITIES

The Contractor may use sanitary facilities designated for the public or provide on site sanitary facilities.

STORAGE OF MATERIALS

All equipment and materials may be stored on the job site upon approval by the Public Works Director. Materials remain the property of the Contractor until contract completion.

TEMPORARY UTILITIES

If required, temporary water and electrical energy will be provided. Contractor will provide temporary wiring and piping as required.

DISPOSAL OF MATERIALS

All waste and excess materials shall be disposed of in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and Alabama Department of Environmental Management (ADEM) Regulations.

DRAWINGS AND CONTRACTUAL DOCUMENTS

The Contractual Documents shall consist of the Invitation for Bids, Instructions for Contractors, Bids, Bid Forms, Contract, General Conditions, Special Conditions, Technical Specifications, all amendments and addenda thereto.

COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT

The City will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Bid No. 02-017-5-Section 1324a (e) [Section 274A (e) of the Immigration and Nationality Act (“INA”)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Contractor is required to comply with the Immigration Reform and Control Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986 to provide their employers with proof of citizenship or authorization to work in the United States. City may at any time request to inspect proof of citizenship.

REQUIREMENTS FOR ENTERING CONTRACTS WITH THE CITY EFFECTIVE 01/01/2012

Under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” the State of Alabama requires all City contractors (including direct vendors) and their subcontractors (including sub vendors) of any tier to refrain from knowingly employing any unauthorized alien in Alabama and, as a condition for the award of any contract to a contractor or direct vendor, for the contractor or direct vendor to document participation in the E-Verify program of the U.S. Department of Homeland Security.

ATTESTATION AND DOCUMENTATION AS TO EMPLOYMENT POLICIES REQUIRED BY THE CITY OF ALL CONTRACTORS AND DIRECT VENDORS

As a condition to the award of any contract, each contractor (including direct vendors) must provide the City with a sworn affidavit attesting that the contractor or direct vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. The contractor or direct vendor must also provide documentation that the contractor or direct vendor is enrolled in the E-Verify program. Failure of the contractor or direct vendor to continue to participate in the E-Verify program system and to verify every employee as required under applicable federal rules and regulations during performance of the contract will be grounds for termination of the contract.

In addition, before entering into any subcontract for the performance of a contract with the City, the contractor (including direct vendors) and each of its subcontractors (including sub vendors) of any tier should obtain from each of their direct subcontractors or direct sub vendors a sworn affidavit of the direct subcontractor or direct sub vendor attesting that the direct subcontractor or direct sub vendor will not knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama and attaching documentation establishing that the direct subcontractor or direct sub vendor is enrolled in the E-Verify system. Failure to obtain such affidavit or knowledge of violation by the direct subcontractor or direct sub vendor of the employment prohibitions of the Act may result in liability for the contractor or subcontractor as

provided in the Act. The affidavits and documentation of subcontractors and sub vendors need not be filed with the City but should be retained by the contractor or subcontractor obtaining them.

Attached as Appendix A is the form of affidavit that must be provided to the City at the time of execution of any contract with the City of Gulf Shores. In the case of vendors with which the City deals on a repetitive basis, the affidavit can be placed on file with the City and refiled by January 15 of each succeeding year.

Attached as Appendix B is a form of affidavit that can be obtained from subcontractors and sub vendors.

Under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” the State of Alabama requires all City contractors (including direct vendors) and their subcontractors (including sub vendors) of any tier to refrain from knowingly employing any unauthorized alien in Alabama and, as a condition for the award of any contract to a contractor or direct vendor, for the contractor or direct vendor to document participation in the E-Verify program of the U.S. Department of Homeland Security.

Beginning January 1, 2012, each vendor selling directly to the City must provide the City with a sworn affidavit in the form of Appendix A in the enclosed informational package. The affidavit must attach documentation confirming that the vendor participates in the E-Verify System. **No purchase order can be issued to the vendor until the affidavit with attachments has been received.**

Please send the affidavits to:

City of Gulf Shores
Attn: City Clerk
Post Office Box 299
Gulf Shores, AL 36547

If you have any questions, please call Renee Eberly at 251-968-1443.

APPENDIX A
AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____
County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS
ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY
PROGRAM)

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

APPENDIX B
AFFIDAVIT OF SUBCONTRACTOR OR SUBVENDOR

State of _____
County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for being a subcontractor or sub vendor on a project paid for by a contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state subcontractor or sub vendor name), said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said subcontractor is enrolled in the E-Verify program prior to performing any work on the project.

(ATTACH DOCUMENTATION ESTABLISHING THAT SUBCONTRACTOR IS
ENROLLED IN THE E-VERIFY PROGRAM)

Signature of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

TECHNICAL SPECIFICATIONS

1.0 GENERAL SCOPE OF WORK

The following is the general scope of work to be provided by the integrator for this project:

- Install Radar detection at all intersections to meet the adaptive signal system specifications
- Remove any equipment which will no longer be used
- Install and set up CENTRACS Adaptive System module as required in the specifications on the existing CENTRACS software.
- Install and set up CENTRACS Advanced CCTV module as required in the specifications on the existing CENTRACS software
- Modify existing video detection to provide system sensors at the intersections of State Route 59 at Clubhouse Drive, 12th Avenue, SR 180, 20th Ave and CR 8
- Provide and install HD PTZ cameras at ten (10) existing signalized locations specified in the plans.
- Perform services as requested by the City of Gulf Shores (such as configuring existing City-owned computer work stations for access to the CENTRACS adaptive system and video surveillance cameras provided on this project)
- Provide integration of all equipment to result in an operational system
- Provide documentation for equipment and software
- Perform acceptance testing in conjunction with the City of Gulf Shores
- Provide training to the City of Gulf Shores staff

2.0 SPECIFICATIONS FOR EQUIPMENT AND INSTALLATION TO BE PROVIDED BY THE INTEGRATOR

2.1 Econolite CENTRACS Software Modules

Provide and install Econolite Adaptive Module for CENTRACS software use by the City of Gulf Shores. The software shall include the optional CENTRACS Advanced CCTV module to operate the HD PTZ cameras being installed on the project.

The software provided on this project shall be fully functional with the existing Econolite CENTRACS software without installation of any hardware other than the hardware required in these specifications.

Required training shall be provided for the CENTRACS adaptive module and the Advanced CCTV module.

Provide and install Adaptive data keys for each of the fifteen (15) intersections included in this project.

Price quote shall include furnishing and installing the following pay items:

- 2.1.1 CENTRACS Adaptive Module
- 2.1.2 CENTRACS Advanced CCTV Module
- 2.1.4 CENTRACS Adaptive data keys for each intersection

2.2 Radar Detection Equipment

Provide and install radar detection units/processors to allow for local detection and adaptive sensors as shown in the plans. The integrator shall program the radar detection system with local detection and system sensors as shown in the plans. The radar unit/processor shall be an Econolite Advance + Radar Detector (or approved equivalent). The unit must be able to distinguish separation in speed, range, and angle of vehicles at all detection zones. The complete radar unit/processor system shall use one (1) Ethernet port on the Ethernet field switch.

Price quote shall include furnishing and installing the following pay items:

- 2.2.1 Radar Detection Unit/Processor
- 2.2.2 RS485 Cable

2.3 Existing Controller Cabinet Modifications

Modify the existing traffic signal installations at the intersections of State Route 59 at Clubhouse Drive, 12th Avenue, SR 180, 20th Ave, and CR 8 to allow existing Econolite video detection to be used for adaptive signal operation. The integrator shall program the video detection system with system sensors as shown in the plans and make all necessary cabinet modifications required for proper operation of the system sensors.

Price quote shall include furnishing and installing the following pay items:

- 2.3 Video Detection Cabinet Modifications

2.4 HD PTZ Cameras

Provide and install CCTV video surveillance cameras as shown on the plans. The cameras shall be capable of PTZ operation remotely controlled and viewed through the CENTRACS software. The camera shall have a pressurized dome or enclosure. The camera shall be capable of a 30x optical zoom and have an image resolution of 1920 x 1080 at 30 frames per second. The camera shall be connected using CAT 6 Ethernet cable. The camera shall be an MOOG EXO EXPF7C2-3, or approved equivalent.

Price quote shall include furnishing and installing the following pay items:

- 2.4.1 CCTV Surveillance Camera
- 2.4.2 CAT 6 Ethernet Cable

2.5 On-Site Support

In addition to the required on-site time required in this document for the installation and integration of all hardware and software components, the integrator may also be required by the City to perform additional work tasks not covered in the scope of work. These work tasks could include (but are not limited to):

- Configuring existing City-owned computer work stations for access to the CENTRACS system and video surveillance cameras provided on this project
- Additional training beyond the training required in the scope of work

For the purposes of providing a price quote for this project, the integrator shall provide a daily rate covering all labor and expenses. The integrator shall assume that four (4) days of on-site support in addition to the on-site time required in the scope of work will be required during the course of the project. Labor for all on-site support shall include travel time to and from the City of Gulf Shores.

Price quote shall include furnishing following pay items:

2.5 On-Site Support

3.0 SUBSIDIARY OBLIGATIONS

It is a subsidiary obligation to provide all standard wiring, cables, connections, power supplies, power over Ethernet (POE) devices, surge protection, mounting hardware, card racks, firmware, and software as required by the various devices included in the contract to furnish a complete and operating system.

Removal of equipment as identified in this document is a subsidiary obligation of the project.

The following work tasks shall be provided by the integrator as a subsidiary obligation on the project:

- Integration

The integrator shall be responsible for all on-site system integration, to include configuring the system using the City of Gulf Shores supplied virtual server. During on-site integration, the integrator will be responsible for developing intersection graphics and will integrate all devices into the ATMS.

- Documentation

The integrator shall provide the City of Gulf Shores with a project binder, CD, or USB drive containing easily-readable electronic files that includes product manuals for all integrator-provided materials. Electronic help files included with the system software is acceptable. All documentation will be provided following system installation.

- **Acceptance Testing**

The integrator will perform the 1-day Acceptance Test in conjunction with City of Gulf Shores personnel. The Acceptance Test shall consist of an operational demonstration to the City of Gulf Shores of all major software components. Test documentation will be provided to the City of Gulf Shores for review prior to the testing. Upon successful completion of all project deliverables and the Acceptance Test, the integrator shall provide a project letter of acceptance to the City of Gulf Shores. This letter recognizes project closure and documents the date from which all warranties will take effect.

- **Training**

The integrator shall provide training in a single, two-day (2-day) class for up to ten (10) people at facilities provide by the City of Gulf Shores.

- **System Support and Maintenance**

Software corrections shall be furnished to the City of Gulf Shores at no additional cost during the warranty period. The integrator shall provide telephone and email support for the system during the warranty period at no additional cost. This support shall be available during normal business hours.

4.0 EQUIVALENT ITEMS

Should the integrator elect to submit a bid using equivalent items where allowed in these specifications, written specifications and/or cut sheets for the equivalent items must be provided to the City of Gulf Shores a minimum of fourteen (14) days prior to bid opening date and the integrator must have written approval from the City of Gulf Shores for the equivalent item(s).

5.0 INSTALLATION SCHEDULE

All work included in the contract shall be completed within 45 calendar days after notice to proceed. No incentive or disincentive provisions are included in the contract.

6.0 ETHERNET IP ADDRESS SCHEME

The integrator, shall, in conjunction with the City of Gulf Shores, develop an Ethernet IP addressing system for the equipment provided on the project. The integrator shall be responsible for programming IP addresses in all equipment provided on this project, whether by the integrator or the City of Gulf Shores.

7.0 WARRANTIES

In addition to any factory warranties, the integrator shall provide a one (1) year warranty from the date of system acceptance for all project deliverables.

8.0 TERMS OF PAYMENT

The integrator shall provide communication and coordination for all invoices as project work is completed. The following payment schedule shall be used for the project:

- Procurement – all hardware provided for the project will be 100% payable upon delivery of materials to the City of Gulf Shores.
- System installation and integration – 85% of the system price, less hardware shall be invoiced upon installation and integration of the system.
- Training – 10% of the system price, less hardware shall be invoiced upon completion of the training.
- Acceptance – 5% of the total system price shall be invoiced upon acceptance of the system.

All payments shall be made Net 30 days from receipt of the invoice by the City.

9.0 YEARLY MAINTENANCE FEES

The integrator shall disclose as part of their bid any yearly maintenance fees associated with the equipment in the space provided on the bid form. It is understood that these fees are to be approximations and may vary from the quoted amount and may vary on a yearly basis.

10.0 BID BOND

Certified check or bid bond for 5% of bid (Maximum - \$10,000.00) made payable to the City of Gulf Shores must accompany each bid as evidence of good faith.

11.0 REJECTION OF BIDS

The right to reject any or all bids is reserved by the City of Gulf Shores.

12.0 AWARD OF BIDS

Bid shall be awarded to the lowest responsive, responsible bidder based on the GRAND TOTAL amount as shown on the proposal form. Bids which do not provide a unit price and extended price for all line items will be rejected. Bids which contain exceptions or alternative proposals that have not been approved by the City of Gulf Shores will be rejected. Bids which do not have a disclosure of yearly maintenance fees will be rejected. The City of Gulf Shores shall check each proposal form for mathematical errors. Award of the bid shall be based on any corrections to mathematical errors.

13.0 QUESTIONS REGARDING BID DOCUMENTS

Any questions regarding this bid document shall be directed in writing (mail, fax, or email) to the project engineer. Questions are due no later than a minimum of fourteen (14) days prior to bid opening date. Any questions received after that time will be returned unanswered.

14.0 CONTACTS

Project Engineer:

SKIPPER CONSULTING, INC.
Clark B. Bailey, P.E.
3644 Vann Road
Suite 100
Birmingham, Alabama 35235
(205) 655-8855
Fax (205) 655-8825
Cell (334) 524-0875
clark@skipperinc.com

City of Gulf Shores:

PUBLIC WORKS DEPARTMENT
Mark Acreman, P.E.
1905 West First Street
Gulf Shores, Alabama 36542
(251) 968-1155
Fax (251) 968-1181
Cell (251) 269-7350
macreman@gulfshoresal.gov

MAINTENANCE DIVISION
Mike Collins
160 West 36th Avenue
Gulf Shores, Alabama 36542
(251) 968-1447
Fax (251) 968-1450
Cell (251) 747-3221
mcollins@gulfshoresal.gov

INFORMATION SYSTEMS
Mike Hawley
1905 West First Street
Gulf Shores, Alabama 36542
(251) 968-1165
Fax (251) 968-1470
mhawley@gulfshoresal.gov